

Resolution No.: 16-512

Introduced: March 11, 2008

Adopted: April 22, 2008

**COUNTY COUNCIL  
FOR MONTGOMERY COUNTY, MARYLAND**

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By: Council President at the Request of the County Executive

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**SUBJECT:** Approval of Mutual Aid Agreements Between Montgomery County, Maryland and National Naval Medical Center; Montgomery County, Maryland and Walter Reed Army Medical Center; and Montgomery County, Maryland and National Institute of Standards and Technology

**Background**

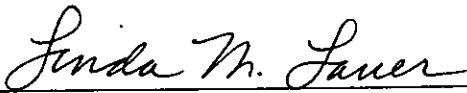
1. Md. Code, Public Safety Article, § 7-104, Md. Code, Criminal Procedure Article, § 2-105, Montgomery County Code, § 2-17(d), and 42 U.S.C. § 1856a, authorize mutual aid agreements between Montgomery County, Maryland and the Federal government for the provision of fire fighting and related emergency services on property under the jurisdiction of the United States and the State of Maryland.
2. The Federal Emergency Management Agency (FEMA), Policy Number 9523.6 authorizes the reimbursement of costs associated with emergency services provided when a pre-event written agreement exists between the requesting entity and the providing entity.
3. The County seeks to enter into three separate mutual aid agreements with the National Naval Medical Center (NNMC), Walter Reed Army Medical Center (WRAMC), and the National Institute of Standards and Technology (NIST). NNMC, WRAMC, and NIST maintain equipment and personnel for fire suppression, rescue, emergency medical services and/or response to hazardous incidents within their respective jurisdictions.
4. The County seeks to augment the fire protection and associated services within its jurisdiction through mutual aid agreements. NNMC and NIST are in the County and WRAMC is contiguous to the County so that mutual assistance in a fire or medical emergency is feasible. The proposed mutual aid agreements are sound, desirable, practicable, and beneficial for the County.

**Action**

The County Council for Montgomery County, Maryland, approves the following resolution:

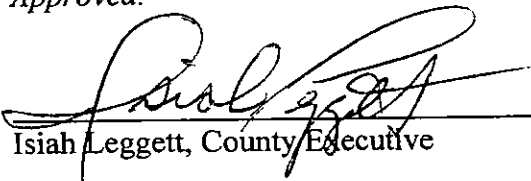
1. The Council approves the attached Mutual Aid Agreement with the National Naval Medical Center, which is made a part of this resolution.
2. The Council approves the attached Mutual Aid Agreement with Walter Reed Army Medical Center, which is made a part of this resolution.
3. The Council approves the attached Mutual Aid Agreement with the National Institute for Standards and Technology, which is made a part of this resolution.
4. The Council authorizes the County to request, provide, and receive mutual aid under the circumstances and to the extent specified in the attached agreements.

This is a correct copy of Council action.

  
Linda M. Lauer, Clerk of the Council

April 24, 2008  
Date

Approved:

  
Isiah Leggett, County Executive

May 5, 2008  
Date

## MUTUAL AID FIRE FIGHTING ASSISTANCE AGREEMENT

THIS AGREEMENT, made and entered into this 18th day of April 2007, by and between Montgomery County Department of Fire and Rescue Services, Montgomery County, Maryland ("County"), and the Commander, National Naval Medical Center, Bethesda, Maryland.

## WITNESSETH:

All prior agreements between the parties hereto are hereby cancelled and superseded.

WHEREAS, each of the parties hereto maintains equipment and personnel for the suppression of fires, rescue, emergency medical services and response to hazardous incidents within its own areas, and

WHEREAS, the parties hereto desire to augment the fire protection and associated services available in their respective areas, and

WHEREAS, the lands or districts of the parties hereto are adjacent or contiguous so that mutual assistance in a fire emergency is deemed feasible, and

WHEREAS, it is the policy of the Department of the Navy and Montgomery County Fire and Rescue Services to conclude such agreement wherever practicable, and

WHEREAS, it is mutually deemed sound, desirable, practicable, and beneficial for the parties to this agreement to render assistance to one another in accordance with this agreement;

WHEREAS, Section 7-104, Public Safety Article, Annotated Code of Maryland and 42 U.S.C. Section 1856a et seq., authorizes mutual aid agreement between the County and federal governments for the provisions of fire fighting or rescue activities on property under the jurisdiction of the United States and State of Maryland.

## THEREFORE BE IT AGREED THAT:

1. Assistance rendered under the terms of this agreement will occur in accordance with detailed plans and procedures of operation drawn and agreed to by the technical heads of the departments involved.
2. Whenever the senior officer of a fire department belonging to a party to this agreement, or by the senior officer of such department actually deems it advisable to request fire fighting assistance under the terms of this agreement, he/she is authorized to do so, and the senior officer on duty for the fire department receiving the request shall forthwith take the following action:
  - a. Immediately determine if requested apparatus and personnel are available to respond

to the request; and

b. In accordance with the terms of this agreement, forthwith dispatch such apparatus and personnel as in the judgment of the senior officer receiving the request, should be sent, with instructions as to their mission.

3. Rendering of assistance under this agreement is not mandatory, but the party receiving the request for assistance shall immediately inform the requesting party if assistance cannot be rendered.

4. The parties hereto waive all claims against every other party for compensation for any loss, damage, personal injury, or death occurring as a result of the performance of this agreement, except as otherwise provided in this agreement.

5. The parties hereto indemnify and save harmless each other from all third parties for property damage or personal injury, within the limitations permitted by applicable federal law that may arise out of the activities of the other parties to the agreement.

6. The County is entitled to seek reimbursement from the appropriate federal authority for all or any part of direct expenses and losses (additional firefighting costs over and beyond normal operating costs) incurred in furnishing fire protection on property which is under the jurisdiction of the United States, pursuant to applicable federal law, including Section 11 of the Federal Fire Prevention and Control Act of 1974 (15 U.S.C. 2201, et seq.) and federal regulations issued thereunder (Title 44 of the Code of Federal Regulations Part 1511), and in accordance with Section 7-104, Public Safety Article, Annotated Code of Maryland.

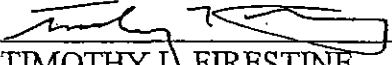
7. The National Naval Medical Center, Bethesda, Maryland, is entitled to seek reimbursement from the appropriate local and state authority for all and any part of direct expenses and losses (additional firefighting costs over and beyond normal operating costs) incurred in furnishing fire protection on property which is under the jurisdiction of the Montgomery County Fire and Rescue Services, pursuant to applicable state and local law and subject to available funds and appropriation.

8. The senior officer of the fire department of the requesting services shall assume command of the operations. However, under procedures agreed to by the technical heads of the fire departments involved, a senior officer of the department furnishing the assistance may assume responsibility for the coordination of the overall operation.

9. The various officers and personnel of the fire departments of the parties to this agreement are invited and encouraged, on a reciprocal basis, to frequently visit each other's activities for the guided familiarization tours consistent with local security requirements and as feasible, to jointly conduct prefire planning inspections, drills and training.

10. This agreement shall be effective on the date of the last signature to the agreement and will remain in effect until terminated by either party, upon 30 days written notice when deposited in the United States Postal Service mail.

IN WITNESS WHEREOF, the parties hereto have executed this agreement at Montgomery County, Maryland, on the day and year first above written.

  
TIMOTHY D. FIRESTINE  
Chief Administrative Officer  
Montgomery County, Maryland


Date: 10/17/2007

APPROVED AS TO FORM AND LEGALITY.

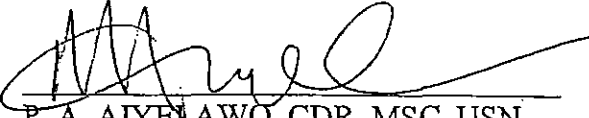
OFFICE OF COUNTY ATTORNEY

BY Bernadette L. Pausen

DATE 4/29/07

  
A. M. ROBINSON, JR  
Rear Admiral, Medical Corps  
United States Navy  
Commander  
National Naval Medical Center  
Bethesda, Maryland

Date: 18 April 07

  
P. A. AIYELAWO, CDR, MSC, USN  
Comptroller  
National Naval Medical Center  
Bethesda, Maryland

Date: 18 April 2007

## MUTUAL AID FIREFIGHTING ASSISTANCE AGREEMENT

THIS AGREEMENT, made and entered into this 3rd day of March 2007, by and between Montgomery County Fire and Rescue Service, Montgomery County, Maryland ("County"), and Walter Reed Army Medical Center.

WITNESSETH:

WHEREAS, each of the parties hereto maintains equipment and personnel for the suppression of fires, rescue, emergency medical services and response to hazardous incidents within its own areas, and

WHEREAS, the parties hereto desire to augment the fire protections and associated services available in their respective areas, and

WHEREAS, the lands or districts of the parties hereto are adjacent or contiguous so that mutual assistance in a fire emergency is deemed feasible, and

WHEREAS, it is the policy of the Department of the Army and the County to conclude such agreements wherever practicable, and

WHEREAS, it is mutually deemed sound, desirable, practicable, and beneficial for the parties to this agreement to render assistance to one another in accordance with this agreement;

WHEREAS, Section 7-104, Public Safety Article, Annotated Code of Maryland and 42 U.S.C. Section 1856a *et seq.*, authorizes mutual aid agreements between the County and federal agencies for the provisions of firefighting or rescue activities on property under the jurisdiction of the United States and the State of Maryland.

THEREFORE BE IT AGREED THAT:

1. The rendering of assistance under the terms of this agreement shall be accomplished in accordance with detailed plans and procedures of operation drawn and agreed to by the technical heads of the departments involved.

2. Whenever it is deemed advisable by the senior officer of a fire department belonging to a party to this agreement, or by the senior officer of such department actually present to request firefighting assistance under the terms of this agreement, he/she is authorized to do so, and the senior officer on duty of the fire department receiving the request shall forthwith take the following action:

a. Immediately determine if the requested apparatus and personnel are available to respond to the request; and

b. In accordance with the terms of this agreement, forthwith dispatch such apparatus and personnel as in the judgment of the senior officer receiving the request, should be sent, with instructions as to their mission.

3. The rendering of assistance under the terms of this agreement shall not be mandatory, but the party receiving the request for assistance shall immediately inform the requesting party if assistance cannot be rendered.

4. The parties hereto waive all claims against every other party for compensation for any loss, damage, personal injury, or death occurring in consequence of the performance of this agreement, except as otherwise provided in this agreement.

5. The parties hereto indemnify and save harmless each other from any claim by a third party for property damage or personal injury within the limitations permitted by applicable federal law, that may arise out of the activities of each party to the agreement.

6. It is agreed that the County shall be entitled to seek reimbursement from the appropriate federal authority for all or any part of direct expenses and losses (additional firefighting costs over and above normal operating costs) incurred in furnishing fire protection on property which is under the jurisdiction of the United States, pursuant to applicable federal law, including Section 11 of the Federal Fire Prevention and Control Act of 1974 (15 U.S.C. 2210, *et. seq.*), and federal regulations issued there under (Title 44 of the Code of Federal Regulations, Part 151), and in accordance with Section 7-104, Public Safety Article, Annotated Code of Maryland. The County agrees and acknowledges that all claims for reimbursement must comply with 15 USC 2210, "Reimbursement for costs of firefighting on Federal Property."

7. It is agreed that Walter Reed Army Medical Center shall be entitled to seek reimbursement from the appropriate local and state authority for all or any part of direct expenses and losses (additional firefighting costs over and above normal operating costs) incurred in furnishing fire protection on property which is under the jurisdiction of the County, pursuant to applicable state and local law and subject to available funds and appropriation pursuant to the Charter of Montgomery County, Maryland (as amended).

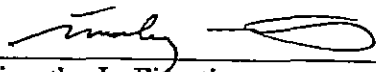
8. The senior officer of the fire department requesting services shall assume command of the operations. However, under procedures agreed to by the technical heads of the fire departments involved, a senior officer of the department furnishing the assistance may assume responsibility for the coordination of the overall operation.

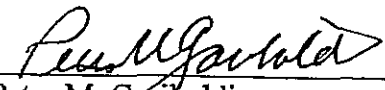
9. The various officers and personnel of the fire departments of the parties to this agreement are invited and encouraged, on a reciprocal basis, to frequently visit each other's activities for the guided familiarization tours consistent with local security requirements and as feasible, to jointly conduct prefire planning inspections, drills and training.

10. This agreement shall be effective on the date of the last signature to the agreement and will remain in effect until terminated by either party, upon 30 days written notice when deposited in the United States Postal Service mail.

11. This agreement may not be enforced until adopted and approved by the Montgomery County Council pursuant to Maryland Annotated Code, Criminal Procedures Art., Section 2-105(b) and Montgomery County Code, Section 2-17(d). The Montgomery County Council must approve any amendments, revisions, or renewals of this agreement.

IN WITNESS WHEREOF, the parties hereto have executed this agreement at Montgomery County, Maryland, on the day and year first above written.

  
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Timothy L. Firestine  
Chief Administrative Officer  
Montgomery County, MD

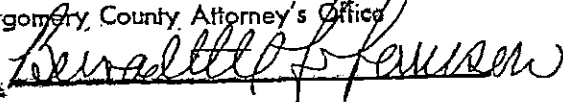
  
\_\_\_\_\_  
Peter M. Garibaldi  
COL, MS  
Garrison Commander

Date: 3/23/2007

Date: 17 Feb 07

APPROVED AS TO FORM AND LEGALITY.  
Montgomery County Attorney's Office

By:

  
\_\_\_\_\_  
Gerald P. Fauson



## MUTUAL AID FIRE FIGHTING ASSISTANCE AGREEMENT

THIS AGREEMENT, made and entered into this 2nd day of October 2007, by and between Montgomery County Fire and Rescue Services, Montgomery County, Maryland ("County"), and the National Institute of Standards and Technology (NIST):

WITNESSETH:

WHEREAS, each of the parties hereto maintains equipment and personnel for the suppression of fires, rescue, emergency medical services or response to hazardous incidents within their respective jurisdictions, and

WHEREAS, the parties hereto desire to augment the fire protections and associated services available in their respective jurisdictions, and

WHEREAS, the lands or districts of the parties hereto are adjacent or contiguous so that mutual assistance in a fire emergency is deemed feasible, and

WHEREAS, it is the policy of NIST and the County to conclude such agreements wherever practicable, and

WHEREAS, it is mutually deemed sound, desirable, practicable, and beneficial for the parties to this agreement to render assistance to one another in accordance with this agreement;  
and

WHEREAS, Section 7-104, Public Safety Article, Annotated Code of Maryland and 42 U.S.C. Section 1856a *et seq.*, authorizes mutual aid agreements between the County and federal agencies for the provisions of firefighting or rescue activities on property under the jurisdiction of the United States and the State of Maryland.

THEREFORE BE IT AGREED THAT:

1. The rendering of assistance under the terms of this agreement shall be accomplished with detailed plans and procedures of operation drawn and agreed to by the technical heads of the departments involved.
2. Whenever it is deemed advisable by the senior officer of a fire department belonging to a party to this agreement, or the senior officer of such department actually present to request emergency assistance under the terms of this agreement, he/she is authorized to do so, and the senior officer on duty of the fire department receiving the request shall forthwith take the following action:

a. Immediately determine if the requested apparatus and personnel are available to respond to the request; and

b. In accordance with the terms of this agreement, forthwith dispatch such apparatus and personnel as in the judgment of the senior officer receiving the request, should be sent, with instructions as to their mission.

3. The rendering of assistance under the terms of this agreement shall not be mandatory, but the party receiving the request for assistance shall immediately inform the requesting party if assistance cannot be rendered.

4. The parties hereto waive all claims against every other party for compensation for any loss, damage, personal injury, or death occurring in consequence of the performance of this agreement, except as otherwise provided in this agreement.

5. It is agreed that the parties hereto indemnify and save harmless each other from any claim by a third party for property damage or personal injury, within the limitations permitted by applicable federal law, that may arise out of the activities of each party to the agreement. Generally, under federal law, open-ended indemnification clauses do not comport with the Anti-deficiency Act, 31 USC 1341 and 1517. Indemnity by NIST under this agreement means processing and payment of a claim against the Federal Government, its duly authorized representatives, or contractor under the Federal Tort Claims Act, 28 USC 2671 *et seq.* or such other legal authority as may be pertinent.

Open-ended indemnification clauses do not comport with Section 311, Charter of Montgomery County, Maryland, as amended. Indemnity by the County under this agreement means processing and payment of a claim under the Local Government Torts Claims Act, Annotated Code of Maryland, Section 5-301, *et seq.* or such other legal authority as may be pertinent.

6. It is agreed that the County shall be entitled to seek reimbursement from the appropriate federal authority for all or any part of direct expenses and losses (additional firefighting costs over and above normal operating costs) incurred in furnishing fire protection on property which is under the jurisdiction of the United States, pursuant to applicable federal law, including Section 11 of the Federal Fire Prevention and Control Act of 1974 (15 U.S.C. 2210, *et seq.*), and federal regulations issued there under (Title 44 of the Code of Federal Regulations, Part 151), and in accordance with Section 7-104, Public Safety Article, Annotated Code of Maryland. The County agrees and acknowledges that all claims for reimbursement must comply with 15 USC 2210, "Reimbursement for Costs of firefighting on Federal Property."

7. NIST shall be entitled to seek reimbursement from the appropriate local and state authority for all or any part of direct expenses and losses (additional firefighting costs over and above normal operating costs) incurred in furnishing fire protection on property which is under the jurisdiction of the County, pursuant to applicable state and local law and subject to available funds and appropriation pursuant to the Charter of Montgomery

County, Maryland (as amended).

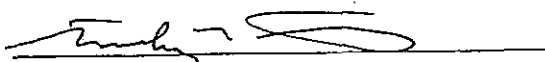
8. The senior officer of the fire department requesting services shall assume command of the operations. However, under procedures agreed to by the technical heads of the fire departments involved, a senior officer of the department furnishing the assistance may assume responsibility for the coordination of the overall operation.

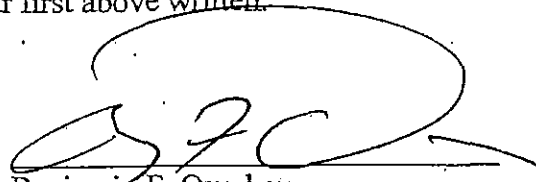
9. The various officers and personnel of the fire departments of the parties to this agreement are invited and encouraged, on a reciprocal basis, to frequently visit each other's activities for guided familiarization tours consistent with local security requirements and, as feasible, to jointly conduct pre-incident planning, drills and training.

10. This agreement shall be effective on the date of the last signature to the agreement and will remain in effect until terminated by either party, upon 30 days written notice when deposited in the United States Postal Service mail.

11. This agreement may not be enforced until adopted and approved by the Montgomery County Council pursuant to Maryland Annotated Code, Criminal Procedure Art., Section 2-105(b) and the Montgomery County Code, Section 2-17(d). The Montgomery County Council must approve any amendments, revisions, or renewals of this agreement.

IN WITNESS WHEREOF, the parties hereto have executed this agreement at Montgomery County, Maryland, on the day and year first above written.

  
Timothy L. Frestine  
Chief Administrative Officer  
Montgomery County, Maryland

  
Benjamin F. Overbey  
Chief, Emergency Services Division  
National Institute of Standards and  
Technology

Date: 10/12/2007

Date: October 2, 2007

APPROVED AS TO FORM AND LEGALITY,  
Montgomery County Attorney's Office

By: 